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instrument is an important fact in such cases, yet in the absence of possession apparent authority may be inferred from other facts. *Doyle v. Corey*, 170 Mass. 337, 49 N. E. Rep. 651; *Quinn v. Dresbach*, 75 Cal. 159, 16 Pac. Rep. 762, 7 Am. St. Rep. 138; *General Convention of Ministers v. Torkelson*, 73 Minn. 401, 76 N. W. Rep. 215; *Shane v. Palmer*, 43 Kans. 481, 23 Pac. Rep. 594; *Wilson v. La Tour* 108 Mich. 547. See *Security Co. v. Graybeal*, 85 Ia. 543 and *MECHEM ON AGENCY*, § 371 et seq.

APPEAL—RIGHT TO APPEAL AFTER SATISFACTION OF JUDGMENT.—A foreign corporation required by judgment to observe certain statutory requirements as a condition to doing business in the state, complied with the judgment rather than lose the profits of certain contracts that would have to be performed before the case could be decided on appeal. It then appealed from the judgment to avoid the effect of the judgment as res judicata in another action by the state against it, involving the same issues. *Held*, that the appeal must be dismissed, because the court cannot decide mere moot questions, and judgment having been executed there was nothing to decide. *American Book Company v. State of Kansas* (1904), 24 U. S. S. Ct. Rep. 894.

The court said: "It makes no difference that the plaintiff felt coerced into compliance." See Note and Comment, p. 717.

ATTORNEY AND CLIENT—DIVORCE CASES—CONTINGENT FEES—PREVENTION OF RECONCILIATION.—An attorney at law made a contract with a woman for retainer fees in a suit for divorce and alimony, and in a capias case, both pending against her husband at the same time. Later the same parties entered into a contract providing for fees based upon a percentage of the recovery in both cases. The basis of the compensation in case there should be a settlement was to be a minimum of \$2,000 in the divorce, and \$1,000 in the capias case. The woman was to pay the expenses of the litigation. Both cases were settled and the attorney brought this action for his fees. *Held*, he could not recover on the contract. *McCurdy v. Dillon* (1904), — Mich. —, 98 N. W. Rep. 746.

The contract with regard to both the divorce suit and the capias case was held void as against public policy. The court could hardly be expected to grant a gross sum as alimony if it knew the wife had contracted to pay some portion of that sum to her solicitor. When differences arise between husband and wife the law favors reconciliation whenever that is possible and practicable; but such contracts as the one in question have a direct tendency to prevent such reconciliation. *Jordan v. Westerman*, 62 Mich. 170, 28 N. W. Rep. 826, 4 Am. St. Rep. 836. Where there is no contract for fees except a void one, recovery may be had on a *quantum meruit* for services rendered in accordance with such contract. *Cadman v. Markle*, 76 Mich. 448, 43 N. W. Rep. 315, 5 L. R. A. 707 and note; *Stearns v. Felker*, 28 Wis. 594; *Rust v. Larue*, 14 Ky. (4 Litt.) 411, 14 Am. Dec. 172. Contra, *Mazureau v. Morgan*, 25 La. Ann. 281. For a discussion of contracts for fees that are champertous or otherwise void as against public policy, see *WEEKS ON ATTORNEYS*, (2nd ed.), pp. 714-729. A married woman may make a binding contract for attorney's services in divorce proceedings. *Wolcott v. Patterson*, 100 Mich. 227, 43 Am. St. Rep. 456, 24 L. R. A. 629 and notes.

ATTORNEYS—DISBARMENT—ATTACKING HONESTY OF JUDGE.—In an action for the cancellation of a contract the defendant's answer alleged that a justice of the supreme court had conspired with the plaintiff and had used his personal and judicial influence in promoting the litigation, solely for malicious purposes and for a portion of the fruits of the action. No evidence was